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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

CSB

WELL AGREEMENT
Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Lucas Hahn
300 1st Avenue
Hiawatha, Iowa 52233

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057

Grantors:
Dorothy L. Hahn

Grantees:
Lucas Hahn
Angela Hahn

Legal Description: See Page 2

WELL AGREEMENT

This Agreement entered into this 15 day of April, 2008, by and between Dorothy L. Hahn, a single person (hereinafter First Party); and Lucas Hahn and Angela Hahn, husband and wife (hereinafter Second Parties).

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

> The Southeast Quarter of the Northeast Quarter of Section Seventeen, Township Ninety North, Range Five, West of the 5th P.M. in Delaware County, Iowa, except Parcel B part of SE¼ NE¼ 17-90N-5W 5th P.M. according to plat recorded in Book 2008, Page 829;

AND WHEREAS, Second Parties own the following described real estate located in Delaware County, Iowa:

> Parcel 'B' being part of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) of Section 17, Township 90 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2008, Page 829 of the records of the Delaware County Recorder.

AND WHEREAS, There is a well located on the real estate owned First Party and which said well is owned by the First Party and First Party agrees to allow Second Parties to use said well.

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to said well.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Parties, their heirs, successors and assigns shall have the right, in conjunction with First Party, her heirs, successors and assigns, to obtain water from the well owned by First Party. Second Parties agree that any cost in providing electricity for the well, repairing and maintaining the well, and in running the waterline from the well to the real estate owned by Second Parties shall be paid by Second Parties or their heirs, successors and assigns.

2. First Party grants unto Second Parties an easement over and across that portion of the real estate owned by First Party for the water line that runs from the well to the real estate owned by Second Parties. Second Parties are further granted access to the water line, well and pump as needed to inspect, maintain and repair the same. In the event that Second Parties are required to dig up the soil on First Party's property, which covers the water line, they shall be obligated to return to its natural condition any soil or earth disturbed by said inspection, repair, replacement, or maintenance of the water line.

3. The parties agree that any cost of any future inspection, repair, replacement and/or maintenance of the well or pump shall be paid by Second Parties, or the then owner of said Parcel B. Provided however, that in the event that the well is no longer usable then this Agreement shall terminate and Second Parties or their successors in interest shall be required to drill a new well on Parcel B and shall no longer be allowed to use the well owned by First Party. The cost of any and all utilities to operate the well shall be paid by Second Parties, their heirs, successors and assigns.

4. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be considered an Agreement that runs with the land.

Dated this 15 day of April, 2008.

First Party:

Dorothy L. Hahn

Dorothy L. Hahn

Second Parties:

Lucas Hahn

Lucas Hahn

Angela Hahn

Angela Hahn

STATE OF IOWA, COUNTY OF Dubuque, ss:

On this 17 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy L. Hahn, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2010

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Linn, ss:

On this 15 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Lucas Hahn and Angela Hahn, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

MARK ECCLES
COMMISSION NUMBER 715746
MY COMMISSION EXPIRES
MARCH 28, 2011

Notary Public in and for the State of Iowa